

ALVORD AND ALVORD

ATTORNEYS AT LAW

1600 K STREET, NW

SUITE 200

WASHINGTON, D C

20006-2973

(202) 393-2266

FAX (202) 393-2156

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

OF COUNSEL  
URBAN A. LESTER

May 2, 2000

RECORDATION NO. 17121-V FILED

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

MAY 2 '00 4-01 PM  
TS  
SURFACE TRANSPORTATION BOARD

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are five (5) copies of the following secondary documents: Lease Supplement No. 8, Security Agreement Supplement No. 7 and a Bill of Sale and Partial Release, all dated July 7, 1999.

The enclosed documents relate to the Equipment Lease (GATC Trust No. 90-2) and other documents associated therewith which were previously filed with the Commission/Board under Recordation Number 17121.

The names and addresses of the parties to the enclosed documents are

Lease Supplement No. 8

Lessor	Wilmington Trust Company Rodney Square North 1100 North Market Street Wilmington, Delaware 19890
Lessee	General American Transportation Corporation 500 West Monroe Street Chicago, Illinois 60661

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Security Agreement Supplement No 7

Debtor: Wilmington Trust Company  
Rodney Square North  
1100 North Market Street  
Wilmington, Delaware 19890

Secured Party Harris Trust and Savings Bank  
111 West Monroe Street  
Chicago, Illinois 60603

Bill of Sale and Partial Release

Owner Trustee: Wilmington Trust Company  
Rodney Square North  
1100 North Market Street  
Wilmington, Delaware 19890

Security Trustee Harris Trust and Savings Bank  
111 West Monroe Street  
Chicago, Illinois 60603

A description of the railroad equipment covered by the enclosed documents is

Railcars GATX 065402 and 065378 are deleted from the Lease and Trust  
Indenture and are replaced by railcars GATX 065373 and 065519

Also enclosed is a check in the amount of \$78 00 payable to the order of the  
Surface Transportation Board covering the required recordation fee

Kindly return stamped copies of the enclosed documents to the undersigned

Very truly yours,



Robert W Alvord

RWA/bg  
Enclosures

LEASE SUPPLEMENT NO. 8  
(GATC Trust No 90-2)

MAY 2 '00

4-01 PM

## SURFACE TRANSPORTATION BOARD

This Lease Supplement No. 8, dated as of July 7, 1999 between Wilmington Trust Company, not in its individual capacity but solely as Owner Trustee under the Trust Agreement ("Lessor"), and General American Transportation Corporation, a New York corporation ("Lessee");

## WITNESSETH:

The Lessor and the Lessee have heretofore entered into that certain Equipment Lease (GATC Trust No. 90-2) dated as of December 14, 1990 (the "Lease"). The terms used herein are used with the meanings specified in the Lease.

The Lease provides for the execution and delivery of a Lease Supplement substantially in the form hereof for, among other things, the purpose of particularly describing the Items of Equipment to be leased to the Lessee in substitution for damaged or destroyed Items of Equipment previously leased to Lessee.


Now, therefore, in consideration of the premises and other good and sufficient consideration, and pursuant to Section 2 of the Lease, the Lessor and the Lessee hereby agree as follows:

1. Lessor hereby delivers and leases to Lessee, and Lessee hereby accepts and leases from Lessor, under the Lease as herein supplemented, the Items of Equipment described in Schedule 1 hereto.
2. All of the terms and provisions of the Lease are hereby incorporated by reference in this Lease Supplement to the same extent as if fully set forth herein.
3. To the extent that this Lease Supplement constitutes chattel paper (as each term is defined in the Uniform Commercial Code) no security interest in this Lease Supplement may be created through the transfer or possession of any counterpart hereof other than the counterpart bearing the receipt therefor executed by the Indenture Trustee for the signature page hereof, which counterpart shall constitute the only "original" hereof for purposes of the Uniform Commercial Code.
4. This Lease Supplement shall be construed in accordance with the laws and decisions of the State of New York, without regard to principles of conflicts of law *provided, however*, that the parties shall be entitled to all rights conferred by any applicable Federal statute, rule or regulation.

5. This Lease Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease Supplement No. 8 to be duly executed as of the day and year first above written and to be delivered as of the date first above written.

Wilmington Trust Company,  
not in its individual capacity but  
solely as Owner Trustee


By:   
Name: Representative  
Title: Finance and Business Office

General American Transportation Corporation

By:   
Name: Donald J. Schaffer  
Title: Vice President

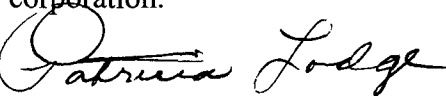
State of Delaware )  
 ) SS  
County of New Castle)

On this 17<sup>th</sup> day of March, 2000, before me personally appeared **CHARLOTTE PAGLIA**, to me personally known, who being by me duly sworn, say that (s)he is **Financial Services Officer** of Wilmington Trust Company, that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public  
[Notarial Seal]  
My commission expires:  
**KAREN STANETTE NEWSON**  
NOTARY PUBLIC-DELAWARE  
My Commission Expires June 28, 2001

State of Illinois )  
 ) SS  
County of Cook )

On this 7<sup>th</sup> day of July, 1999, before me personally appeared Donald J. Schaffer, to me personally known, who being by me duly sworn, say that he is Vice President of General American Transportation Corporation, that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public

[Notarial Seal]

My commission expires:

